



**MOTION  
TELECOM**

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August 11, 2003

Deborah Taylor Tate  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville TN, 37243-0505

03-00478

Re: Transfer of Assets in State of Tennessee Under Jurisdiction of Tennessee  
Regulatory Authority

In re: Univance Telecommunications, Inc. et al, Case No. 03-11156 EEB,  
United States Bankruptcy Court for the District of Colorado

Dear Ms. Tate,

Attached herein is Motion Telecom, Inc.'s Notice of Transfer of Assets for review by the  
Regulatory Authority. I have attached one additional copy for stamping and have  
included a self-addressed stamped envelope for return to my attention.

Please feel free to contact me with any questions you may have.

Best regards,

Joelyn Mann  
Motion Telecom, Inc.  
Corporate & Regulatory Compliance Manager

Enclosures



**MOTION  
TELECOM**

August 11, 2003

Deborah Taylor Tate  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville TN, 37243-0505

03-00478

Re: Transfer of Assets in State of Tennessee Under Jurisdiction of Tennessee  
Regulatory Authority

In re: Univance Telecommunications, Inc. et al, Case No. 03-11156 EEB,  
United States Bankruptcy Court for the District of Colorado

Dear Ms. Tate,

This notice is written to the Tennessee Public Service Regulatory Authority (hereinafter referred to as the "Regulatory Authority") pursuant to the Regulatory Authority's rule requiring buyers of certain assets (in this case telecommunications customers) to notify the Regulatory Authority in writing of its intentions to transfer such customers pursuant to anti-slamming rules.

**THE PARTIES**

Motion Telecom, Inc. ("Motion") is a corporation organized under the laws of the State of Colorado, with its principal offices located at 7101 S. Fulton Street, Suite 200, Englewood, CO 80112. Motion filed for a New Certificate of Authority to Provide Resold Interexchange Telecommunications and Prepaid Calling Card Services on July 11, 2003. The matter is currently pending before the Regulatory Authority.

Univance Telecommunications, Inc. ("Univance") is a corporation organized under the laws of the State of Colorado with its principal offices located at 7101 S. Fulton Street, Suite 200, Englewood, CO 80112. Univance was granted a name change for its Certificate on November 2, 1999, Case No. 99-00802.

**NOTIFICATION OF THE TRANSFER OF CERTAIN ASSETS**

On January 23, 2003 ("Petition Date"), Univance filed a voluntary Chapter 11 petition in the U.S. Bankruptcy Court for the District of Colorado ("Court"). It was docketed as Case No. 03-11156 EEB, jointly administered with Case No. 03-11157 EEB. On April 4, 2003, the Court approved the sale of all of Univance's assets, including its Tennessee assets, to Motion (see Sale Order attached hereto as Exhibit A). On April 4, 2003, with approval of the Court, Motion and Univance entered into a Management Services

Agreement ("MSA") pursuant to which Motion is administering Univance's customer base under Univance's oversight.

Motion is hereby respectfully notifying the Regulatory Authority of the transfer of assets of Univance to Motion, including its Tennessee customer base consisting of 80 accounts to Motion. The transaction, when implemented, will serve the best interests of the affected Tennessee customers and will not affect the customers' existing rates, terms and conditions of service from those currently in place. Motion has hired substantially all of the customer service, billing and information systems employees and certain key senior managers of Univance and will continue to provide high quality, affordable telecommunications services to these customers in the same manner as Univance. If the reported transaction is not approved, it would seem almost certain that the Tennessee customers will experience a discontinuance in their present service as Univance is now in the process of being liquidated in a Chapter 7 case.

Univance has provided affected customers with a Customer Notification of the proposed transaction in the form attached hereto as Exhibit B. The affected customers will see no change in rates, terms or conditions of service from those currently in effect. They will continue to be billed in the same manner as they have been being billed since the Petition Date and prior thereto. In order to satisfy the Regulatory Authority's specific requirement for 30-day notice on a rate change, Motion will place a stuffer into Tennessee customer bills in the next billing cycle notifying them of rate change notice periods. The bills will be on Univance statements, the stuffer include the Univance and Motion logos and will be mailed in Univance envelopes. The transfer of customers from Univance to Motion will be transparent to said customers and without adverse impact and therefore serves the public interest and benefits the affected customers. The proposed form has been provided to the Federal Communications Regulatory Authority ("FCC") as is required by federal regulations. The Staff is satisfied with the proposed notice in that it adequately informs the affected customers of the proposed transaction and their options with respect thereto.

#### **DATE OF TRANSFER AND SERVICES AFFECTED**

The transfer of services will begin when the Regulatory Authority grants approval or recognizes the appropriate notice has been given by Motion.

Affected services will be resale long-distance intrastate and interstate telephone services including direct dial, switched outbound toll free service, switched access, dedicated outbound toll free service, calling cards, toll free miscellaneous, vanity numbers and directory assistance listing and account code service.

#### **CONTACT INFORMATION**

Motion and Univance herein provide the following contact information for questions, notices, pleadings and other communications concerning this Application:

Univance:

Tennessee Regulatory Authority  
August 11, 2003  
Page 3

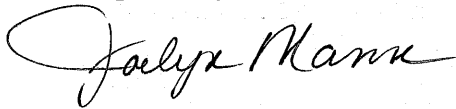
Joelyn Mann, Corporate & Regulatory Compliance Manager  
Motion Telecom, Inc., as manager for Univance Telecommunications, Inc.  
7101 S. Fulton Street, Suite 200  
Englewood, CO 80112  
Telephone (303) 643-6627  
Facsimile (303) 784-5367  
Email: [jmann@awipcs.com](mailto:jmann@awipcs.com)

Motion:  
Joelyn Mann, Corporate & Regulatory Compliance Manager  
Motion Telecom, Inc.  
7101 S. Fulton Street, Suite 200  
Englewood, CO 80112  
Telephone (303) 643-6627  
Facsimile (303) 784-5367  
Email: [jmann@awipcs.com](mailto:jmann@awipcs.com)

**APPROVAL REQUESTED**

Motion and Univance request approval by the Regulatory Authority with respect to the transfer of the Univance Tennessee customer base to Motion.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joelyn Mann". The signature is written in dark ink and is positioned to the left of the printed name and title.

Joelyn Mann  
Corporate & Regulatory Compliance Manager

**EXHIBIT A**

**BANKRUPTCY COURT ORDER**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO

In re:

UNIVANCE TELECOMMUNICATIONS,  
INC.,  
EIN 84-1228159,  
  
Debtor.

Case No. 03-11156 EEB

Chapter 11

In re:

UNIVANCE MARKETING GROUP,  
INC.,  
EIN 04-3630609,  
  
Debtor.

Case No. 03-11157 EEB  
Chapter 11

(Jointly Administered Under  
Case No. 03-11156 EEB)

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**ORDER GRANTING DEBTORS' MOTION FOR ORDER AUTHORIZING  
(A) SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR  
AND  
(B) ASSUMPTION AND ASSIGNMENT OF CERTAIN PREPETITION AGREEMENTS**

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THIS MATTER comes before the Court on Debtors' Motion for an Order Authorizing (A) Sale of Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances Pursuant to Overbid and Auction Procedures Including Break-Up Fee, and (B) Assumption and Assignment of Certain Prepetition Agreements (the "Motion") and the Notice Pursuant to Local Bankruptcy Rule 202 of the Sale Motion (the "Sale Notice").

The Court has reviewed the Sale Motion and the Sale Notice, the Objections to the Sale Motion and based upon pleadings filed with this Court and the record of hearings held before this Court with respect to the proposed sale, including without limitation, the hearing held on March 28, 2003 (the "Sale Hearing"), the Court hereby FINDS, DETERMINES, CONCLUDES AND ORDERS THAT:

I. The Debtors have represented that they provided notice of the Sale Motion, the deadline for objecting to the Sale Motion, the deadline for, and procedures governing, bids, and of the hearing on the Sale Motion, in accordance with Fed. R. Bankr. P. 2002(a)(2),(c)(1),(d)(3), 6004 and 9006(c), L.B.R. 202 and other applicable law and procedures. Accordingly, a reasonable opportunity has been afforded interested parties to make a higher and better offer for the purchase of substantially all of the Debtors' assets and/or to object to the terms of the sale. At the conclusion of the Sale Hearing, no objections remained. All objections were withdrawn at

the Sale Hearing, based on the modified terms of the Sale, described in court, and as approved by this Order. The form of this Order represents a negotiated compromise between and among the Debtors, the purchasers, and those objecting parties who requested an opportunity to review and provide input on the form of this Order.

2. The relief requested in the Sale Motion, as orally modified by Debtors' counsel at the Sale Hearing, is granted.

3. The form of the Asset Purchase Agreement (the "APA"), attached to the Sale Motion, is hereby authorized, approved, and confirmed on the terms described therein, except as modified by Debtors' counsel at the Sale Hearing. Each of the Debtors is hereby authorized to take all actions and execute all documents and instruments that the Debtors and purchasers deem necessary or appropriate to implement and effectuate the APA and the terms of this Order.

4. Pursuant to the APA, as amended by Debtors' counsel at the Sale Hearing, Univance Telecommunications, Inc. ("UTI") is authorized to sell, free and clear of all liens, claims, interests and encumbrances, all of its right, title and interest in all of its tangible and intangible assets, except as described below (the "UTI Assets") to Advantage Advisory Service, Inc. d/b/a/ Advantage Wireless, or its designee ("Advantage").

5. Pursuant to the APA, as orally amended at the Sale Hearing, Univance Marketing Group, Inc. ("UMG") is authorized to sell, free and clear of all liens, claims, interests and encumbrances, all of its right, title and interest in substantially all of its tangible and intangible assets (the "UMG Assets") to S Connect, Inc. ("S Connect").

6. The UMG Assets and the UTI Assets (collectively, the "Debtors' Assets") to be sold specifically do not include the following:

- a. all causes of action and rights of recovery for avoidance actions of Debtors under Sections 547-553 of the Bankruptcy Code;
- b. tax refunds and tax attributes;
- c. the documents relating solely to the organization, maintenance and existence of Debtors as corporations, partnerships or limited liability companies, as the case may be;
- d. any executory contracts that are not assumed executory contracts;
- e. any rights of Debtors under the APA, the Sale Motion and this Order; and
- f. professional fee retainers.

7. Based on the undisputed offer of proof made by Debtors, emergent circumstances and sound business reasons exist for the prompt sale of the Debtors' Assets. Sale of Debtors' Assets to separate purchasers and consummation of the transactions contemplated thereby are in the best interest of the Debtors, their estates, and creditors.

8. At the Sale Hearing, Debtors' counsel described the auction process that occurred between March 20, 2003 and March 28, 2003, outside the presence of the Court, including the receipt of two timely written qualified and competitive bids for Debtors' Assets from S Connect and Advantage. The terms of S Connect's original bid included payment of \$100,000 cash to the UMG estate, plus assumption of significant UMG liabilities and executory contracts, and payment of \$100,000 cash to the UTI estate, plus assumption of certain UTI liabilities. Both Advantage and S Connect engaged in subsequent competitive bidding for all of the Debtors' Assets. The terms of the bids differed significantly as to which executory contracts and liabilities of the Debtors were to be assumed, with a corresponding difference in the impact of these bids on the various creditor interests of the two estates. Consequently, the parties determined, with input from the Creditors' Committee, that it was in the best interests of both estates to allow S Connect and Advantage to bid for the UTI Assets and the UMG Assets separately. The combination of the two successful bids for the assets of each estate resulted in the two purchasers assuming or credit bidding significantly more debt owed by both UTI and UMG than indicated in their initial bids, as well as payment of \$740,000 cash to the UMG estate and \$300,000 cash to the UTI estate. It also eliminated payment to S Connect of a \$100,000 breakup fee and up to \$50,000 in expense reimbursements.

9. Sale of UTI Assets. The following terms shall apply to Advantage's purchase of the UTI Assets.

a. Purchase Price. Advantage shall pay the following:

i. Deposit with a third-party escrow holder the unpaid outstanding Debtor-in-Possession ("DIP") Financing owed to US Escrow, LLC (the "USE LLC Debt"), attributable to UTI, as currently evidenced by Debtors' records, with the exception that \$158,000 of the DIP Financing currently attributed to UTI shall be attributed to UMG. Such reallocation is based on a recalculation of amounts of the DIP Financing used for Debtors' joint corporate overhead. The deposit with a third-party escrow holder shall be subject to a final audit of the USE LLC Debt and accounts receivable applied to such debt. Based on the results of the audit, the escrowed funds shall be released to US Escrow LLC to the extent necessary to pay the USE LLC Debt attributable to UTI, with any remainder refunded to Advantage. To the extent the escrowed funds are insufficient to pay the USE LLC Debt attributable to UTI, Advantage shall pay such deficiency promptly after the results of the audit are delivered to Advantage. The audit shall be completed within 30 days of the closing and all escrowed funds shall be disbursed within two business days after delivery of the audit to US Escrow LLC and Advantage. All payments for post-petition goods or services received by UTI, or any party acting as agent for UTI, after the commencement date of the audit shall be the property of Advantage. All payments for post-

petition goods or services received by UTI or any party acting as agent for UTI, before the commencement date of the audit shall be applied to the USE LLC Debt attributable to UTI.

ii. Deposit of the amount of unpaid prepetition secured debt owed to US Escrow, Inc. (the "USE Inc. Debt") and attributable to UTI, as evidenced by Debtors' records, with a third party escrow holder, subject to a final audit of the USE Inc. Debt and accounts receivable applied to such debt. Based on the results of the audit, the escrowed funds shall be released to US Escrow Inc. to the extent necessary to pay the USE Inc. Debt attributable to UTI, with any remainder refunded to Advantage. To the extent the escrowed funds are insufficient to pay the USE Inc. Debt, Advantage shall pay such deficiency promptly after the results of the audit are delivered to Advantage. The audit shall be completed within 30 days of the closing and all escrowed funds shall be disbursed within two business days after delivery of the audit to Advantage and US Escrow Inc. All payments for pre-petition goods or services received by UTI, or any party acting as agent for UTI, after the commencement date of the audit shall be the property of Advantage. All payments for pre-petition goods or services received by UTI or any party acting as agent for UTI, before the commencement date of the audit shall be applied to the USE Inc. Debt attributable to UTI.

iii. UTI shall assume and assign the following executory contracts and unexpired leases: CIT Financial USA, Inc. with a cure amount of \$78,000, the CIT Group with a cure amount of \$75,000, Great America Leasing Corporation with a cure amount of \$8,216, Xtension Services, Inc. with a zero dollar cure amount, MCI WorldCom Network Services, Inc. agreement as amended September 1, 2002 with a zero dollar cure amount, Genesys Conferencing of Massachusetts with a zero dollar cure amount, CallVision.Com Inc. with a zero dollar cure amount, and all UTI existing agent agreements with a zero dollar cure amount. Advantage shall pay the above-stated cure amounts associated with such assumptions and shall hold the UTI estate harmless from any and all claims for cure on contracts assumed and assigned by UTI to Advantage.

iv. Advantage shall be deemed to have credit bid and/or released the UTI estate from any and all liability from the MCI/WorldCom Secured Claim, in the approximate amount of \$5,000,000.00 (the "WorldCom Secured Claim"), purchased by Advantage prior to the Sale hearing. Advantage shall indemnify and hold harmless the UTI estate from the WorldCom Secured Claim.

v. Advantage shall pay \$100,000 cash to Debtors' estates as its agreed upon share of the Carve-Out Expenses (as defined in Debtors' DIP Financing Agreement with USE LLC).

vi. Advantage shall pay \$300,000 cash to the UTI estate.

vii. Advantage shall assume and pay, in the ordinary course of business, any unpaid post-petition ordinary course administrative claims against the UTI estate, accrued as of the closing, including but not limited to unpaid payroll.

b. Other terms.

i. The Debtors are obligated to deliver to Advantage a non-solicitation agreement prohibiting solicitation of UTI's employees, agents or customers, including an agreement to refrain from using any proprietary technology or information gained from UTI (the "Non-Solicitation Agreements") from the following UTI employees/officers: Ray Ramirez, Rudy Zaragosa and Kevin Emch. The parties have acknowledged that Advantage is the only party acquiring any UTI proprietary technology or information as part of this sale transaction. The Non-Solicitation Agreements shall be enforceable for a period of two years, with the exception that, after June 28, 2003, there shall be no further prohibition against solicitation of former UTI employees who are not by that date employed by Advantage. Advantage shall deliver to S-Connect a non-solicitation agreement, agreeing that Advantage shall be prohibited from solicitation of UMG's employees for a period of two years, with the following exceptions: (a) after June 28, 2003, to the extent any former employee of UMG is not employed by S Connect, there shall be no prohibition against employment of such individuals by any other entity, and (b) Advantage is specifically permitted to contact and make employment offers to the following individuals: Theresa Mack, Felice Henderson, Carolyn Swift, Joel Vander-leest, Ron Husney and Barbara Vonderheid.

ii. To the extent there are proprietary assets owned and used by both UMG and UTI, Advantage and S Connect shall share costs of duplicating such assets so that both purchasers shall have use of such assets. Both Advantage and S Connect shall receive copies of the in-house designed provisioning software, described in Exhibit A to the S Connect Bid. Advantage shall not receive the Network Enhanced Telecom, LLP Agreement, dated March 15, 2002, currently in the name of UTI, but used by UMG.

iii. Advantage and S Connect shall deliver to each other a mutual non-disparagement agreement that shall be enforceable for a period of two years.

iv. All assumptions and assignments from UTI to Advantage shall be effective on the Closing Date (as defined in the APA).

10. Sale of the UMG Assets. The following terms shall apply to S Connect's purchase of the UMG Assets:

a. Purchase Price. S Connect shall pay the following:

i. S Connect shall be deemed to have assumed all of the outstanding USE LLC Debt attributable to UMG, as currently evidenced by Debtors' records, plus \$158,000 of the USE LLC Debt currently attributed to UTI. The \$158,000 represents a recalculation of the USE LLC Debt allocated for Debtors' joint corporate overhead.

ii. S Connect shall be deemed to have assumed all of the pre-petition secured debt owed to US Escrow Inc. (the "USE Inc. Debt"), attributable to UMG, as evidenced by Debtors' records.

iii. S Connect shall be deemed to have assumed any and all pre-petition claims against Debtors, whether secured or unsecured, asserted by the Edward P. Tepper Charitable Lead Trust and Jerry J. Tepper, or USE Inc. as Tepper's assignee (the "Tepper Debt").

iv. UMG is authorized to assume and assign to S Connect the executory contracts and unexpired leases listed on the S Connect Bid for the UMG Assets, dated March 27, 2003, excluding the following: (a) General Purchase Agreement, dated April 6, 2001 and related addenda, attachments and exhibits (the "GPA"), and (b) a Maintenance Agreement, dated September 1, 2001 and related addenda, attachments, and exhibits (the "Maintenance Agreement") with Lucent Technologies, Inc. ("Lucent"). In regard to the agreements with Lucent, UMG is not authorized to assign or transfer any software or other intellectual property interests of Lucent embedded in, contained within, or related to the property which is described in and is the subject of the above-described agreements with Lucent. UMG shall assume and assign to S Connect, and S Connect shall pay the related cure amounts, as to the following contracts between UMG and: (a) Cingular Wireless, Inc. ("Cingular") with a cure amount of \$887,568, (b) Sears Roebuck & Co. ("Sears") with a cure amount consisting of \$1,571,000 for buildout of Sears store kiosks, \$600,000 for Sears commissions, and \$420,000 for a Sears license transfer fee, (c) ATT Wireless with a cure payment in the estimated amount of \$916,000 in connection therewith, such amount to be subject to reconciliation as set forth below. UMG shall be deemed to have assigned to S Connect any claim it has or may have to assert credits or charges due to UMG from any party to an assumed contract. Nothing in this Order shall be interpreted as a waiver of any such claim of credit or offset by UMG or its assignee, S Connect, nor as a waiver of a defense to such claim or offset by the non-debtor party to the assumed contract. S Connect shall indemnify and hold the UMG estate harmless from any and all claims for cure on contracts assumed and assigned by UMG to S Connect, including but not limited to, claims by US Escrow Inc., US Escrow LLC, Tepper and Sears. All assumptions and assignments from UMG to S Connect shall be effective on the Closing Date (as defined in the APA).

v. S Connect's affiliate, US Escrow LLC, shall upon closing, release all of ATT Wireless' cash collateral to ATT Wireless, such amount to be credited as appropriate against the cure amount owed to ATT Wireless. S Connect shall indemnify and hold Debtors' estates harmless from any claim by ATT Wireless for return or payment of cash collateral to ATT Wireless.

vi. S Connect shall pay \$100,000 cash to the Debtors' estates as its agreed upon share of the Carve-Out Expenses (as defined in Debtors' DIP Credit Agreement with USE LLC).

vii. S Connect shall pay \$40,000 to UMG for personal property that is not otherwise encumbered by liens of parties whose debt or contracts are not being assumed, and systems and proprietary software used to support the Sears stores, as provided for in paragraphs 6, 7 and 8 of the S Connect Bid dated March 27, 2003.

viii. S Connect shall pay an additional \$700,000 cash to the UMG estate.

ix. S Connect shall pay in the ordinary course of business any unpaid, post-petition, ordinary course, administrative expense claims against UMG, accrued as of the closing, including but not limited to, unpaid UMG payroll.

x. On or after closing, S Connect will execute and deliver to ATT Wireless such documents as may be reasonably requested to evidence assumption of agreements with ATT Wireless, including any UCC financing statements to perfect security interests provided for in the assumed ATT Wireless agreements. The ATT inventory is not being sold free and clear of liens.

b. Other Terms:

i. S Connect shall deliver to Advantage a non-solicitation agreement prohibiting solicitation of UTI's employees, agents or customers for a period of two years, with the exception that, after June 28, 2003, to the extent any former employee of UTI is not employed by Advantage, there shall be no prohibition against employment of such individuals by any other entity.

ii. To the extent there are proprietary assets owned and used by both UMG and UTL, Advantage and S Connect shall share costs of duplicating such assets so that both purchasers shall have use of such assets. Both Advantage and S Connect shall receive copies of the in-house designed provisioning software, described in Exhibit A to the S Connect Bid. S Connect shall receive the Network Enhanced Telecom, LLP Agreement dated March 15, 2002, currently in the name of UTL, but used by UMG.

iii. Advantage and S Connect shall deliver to each other a mutual non-disparagement agreement that shall be enforceable for a period of two years.

11. The bid by S Connect for UMG's assets and the bid by Advantage for UTI's assets represent the highest and best offers received for the assets of each of the Debtors.

12. S Connect and Advantage are good faith purchasers under 11 U.S.C § 363(m) and are hereby granted the protections afforded to a good faith purchaser under 11 U.S.C § 363(m).

13. Debtors' Assets are being sold pursuant to Section 363(b) and (f) of the Bankruptcy Code, free and clear of all liens, claims and encumbrances. Any liens for debts that are not otherwise

assumed or credit bid pursuant to this Order, including but not limited to, any lien held by the City and County of Denver, shall attach to the proceeds of the sale.

14. There shall be no break-up fee or reimbursement for expenses payable to S Connect or any other bidder or purchaser in connection with the sale of the Debtors' Assets.

15. This Order shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing. This Order shall not be stayed pursuant to Fed. R. Bankr. P. 6004(g) or otherwise.

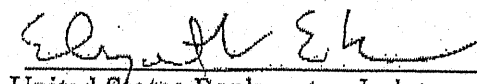
16. The filing of the Sale Motion and the entry of this Order shall be deemed to have satisfied any requirement under Fed. R. Bankr. P. 6004(f)(1) that the Debtors file an itemized statement of property sold, name of purchaser and price received with respect to the sale of the UMG Assets and the UTI Assets described herein.

17. Notwithstanding any provision of this Order, nothing contained herein shall be construed to modify USE LLC's obligations regarding payments to MCI WorldCom under prior orders of this Court.

18. This Court shall not retain jurisdiction to hear or determine any disputes between non-debtor parties arising from the implementation of this Order. This Court shall retain jurisdiction to hear and determine any disputes between Debtor(s) and any other party arising from the implementation of this Order, the Sale Motion, the representations at the Sale Hearing, the APA, the S Connect Bid and/or the Advantage Bid.

Dated: April 2, 2003, *nunc pro tunc* March 28, 2003.

BY THE COURT:

  
United States Bankruptcy Judge

**EXHIBIT B**

**CUSTOMER NOTIFICATION**

# UNIVANCE

Univance Telecommunications, Inc.  
7101 South Fulton Street Suite 200  
Centennial, CO 80112

## EXHIBIT B

June 26, 2003

Dear Valued Customer:

We would like to take this opportunity to thank you for the business you have given to Univance Telecommunications, your long-distance service provider, and to share with you some changes you will be seeing in the near future.

In April 2003, Motion Telecom, Inc. purchased the assets of Univance Telecommunications, Inc. The customer service and key staff of Univance have now joined the Motion Telecom team, and have continued operations while merging into the new company. As part of that sale, and effective on August 1, 2003 (or as soon thereafter as all regulatory approvals have been given), Motion Telecom, Inc. will officially be your long distance services provider.

Motion Telecom, Inc. is part of a family of Advantage Advisory Service, Inc. companies which have a twelve-year history in the telecommunications business. Advantage has a proven history of profitability, cash flow and high credit ratings. In this unstable economy, Advantage's companies stand out as stable and successful.

You will notice only a few changes and the new name:



**Your rates and services will remain the same.**

All of your former contact numbers will remain the same:

**CUSTOMER CARE:**

**1-800-864-4306**

Monday – Friday, 7:00 a.m. – 6:00 p.m. (MST) (and emergency after hours service)

The former Univance employees are excited about their opportunity to continue to serve you, and at Motion Telecom Inc., they have access to the resources they need to meet the high level of service you deserve. Motion Telecom is required by the Federal Communications Commission to provide you with certain information and your rights as a customer. Please let us hear from you should you have any questions, comments, or concerns; we value your feedback! Please call us or send an e-mail with any concerns to: [feedback@motiontelecom.com](mailto:feedback@motiontelecom.com).

Thank you for your business.

*Motion Telecom, Inc. and Univance Telecommunications, Inc.*

June 26, 2003

### Legal Notice

This notice serves to inform you that Motion Telecom, Inc. ("Motion Telecom") is acquiring the long distance customer base of Univance Telecommunications, Inc. ("Univance") in connection with the sale of Univance's assets in Univance's bankruptcy. Univance's customers and customer accounts are being assigned to and assumed by Motion Telecom. It is expected that the customer transfer process shall be take place on August 1, 2003, or as soon thereafter as all regulatory approvals have been received.

The proposed transition to Motion Telecom will be seamless; there will be no carrier charges associated with the transfer, and you should not experience an interruption in service. As a Motion Telecom customer, you will continue to receive services under the same terms, conditions and low rates that you enjoy today. You will be notified in writing, in advance, of any post-transfer changes. While you have a right to select another carrier to provide your long distance, Motion Telecom is committed to satisfying your communication needs and will ensure that you are provided first-rate, affordable telecommunications services. Customers under a term contract may face termination penalties if the customer selects another carrier prior to expiration of the term contract. All customers receiving this notice will be transferred to Motion Telecom if they do not select a different preferred carrier before the transfer date. Although Motion Telecom will not be responsible for resolving outstanding complaints against Univance, please call us at (800) 864-4306, or email us at: [feedback@motiontelecom.com](mailto:feedback@motiontelecom.com) with any questions or concerns.